

5

**CHANGE ORDER NO. 1
ITEM NO. 5 BREAKDOWN**

Title: Gas Company - excavation, backfill and compaction on 2/20/98

Description: Provide construction service to the Gas Company to avoid downtime and delays in job progress when gas company services stopped construction progress.

Reason: Gas Company gas mains and service laterals were in the pipeline alignment and had to be relocated. The SBMWD had made prior arrangements with the Gas Company to relocate the service prior to construction. The Gas Company committed to the department that they would be able to relocate the service without impacting Trautwein Construction's forward progress. The Gas Company did not live up to its commitment. Rather than shut down forward progress on the pipeline and request delays, Trautwein took pro-active steps to minimize the delays caused by the Gas Company by providing construction services to the Gas Company.

Prior Approval: During the week prior to the delay, SBMWD Engineering received three phone calls warning of the impending down time associated with the Gas Company's failure to act. SBMWD contacted the Gas Company each time. The Gas Company was unable or unwilling to accelerate the construction schedule to accommodate the contractor's schedule. On 2/18/98, the SBMWD staff, together with Trautwein Construction, and the Gas Company assembled to discuss alternatives. At that meeting the SBMWD authorized Trautwein to provide construction services to the Gas Company in order to avoid additional delays.

**Contractor's
Proposed Cost:** \$ 969.04

**Negotiated
Total Cost:** \$ 969.04

Time Extension: 1 Day

DAILY EXTRA WORK DETAIL REPORT

CONTRACTOR: TRAUTWEIN CONSTRUCTION
14046 SANTA ANA AVENUE
FONTANA, CA 92337

PROJECT:

NEWMARK WATER TRANSMISSION PIPELINE - PHASE II
CITY OF SAN BERNARDINO WATER DEPARTMENT

C.O. #: 03

DATE PERFORMED: 2/20/98

DESCRIPTION:

GAS COMPANY - EXCAVATION, BACKFILL AND COMPACT GAS RELOCATIONS.

EQUIPMENT / RENTAL	Quantity	HOURS	RATE	COST	LABOR	HOURS	RATE	COST
CAT 916 LOADER	1	5	25.50	127.50	BRIAN WALKER - OPERATOR	5	34.83	174.15
CAT 436 BACKHOE	1	5	21.46	107.30	RAUL CASTANON - LABORER	5	26.07	130.35
ROLLER	1	5	17.50	87.50				

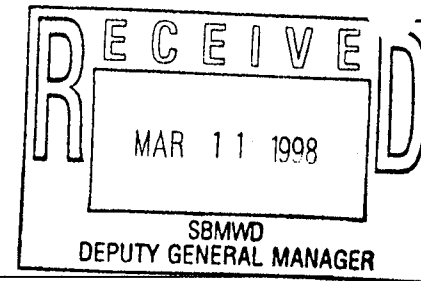
EQUIPMENT SUBTOTAL: 322.30

MATERIAL	QUANTITY	RATE	COST
COLD MIX	5 TONS	23.07	115.35

MATERIAL SUBTOTAL: 115.35

CONTRACTOR:

APPROVED BY:



LABOR SUBTOTAL: 304.50
PLUS: 33% 100.49

LABOR COST: 404.99

EQUIPMENT & MATERIAL: 437.65

SUBTOTAL 842.64

15% ON LABOR COST: 60.75
15% ON EQUIPMENT & MATERIAL: 65.65

TOTAL THIS REPORT: 969.04

C.O. 5213
Spec 1281

No. D 59763

WR# 341442

WHITE
GENERAL SERVICES
FILE

AGREEMENT FOR COLLECTIBLE WORK

NOTE: IF WORK UNDER THIS AGREEMENT IS NOT STARTED WITHIN NINETY DAYS (90) FROM THE DATE OF ACCEPTANCE, THE AGREEMENT MAY BE TERMINATED BY EITHER PARTY THERETO.

HASER CITY OF S.B. WATER DPT. (PRINT) DATE PREPARED 8-4 19 97
 JOB ADDRESS OR LOCATION MARSHALL BL. FROM LUZO TO LEROY, South to WATERMAN PLANT (PRINT)
 BILLING ADDRESS 300 N. "D" ST. (PRINT) CITY S.B. PHONE 384-5319

THE PURCHASER HEREBY REQUESTS SOUTHERN CALIFORNIA GAS COMPANY TO PERFORM THE FOLLOWING WORK AT THE JOB ADDRESS OR LOCATION DESCRIBED ABOVE.

DESCRIPTION OF WORK TO BE DONE: (3) LOCATIONS TO LOWER 2" M GAS PIPE AND (16) SVCS
TO BE ALTERED TO ACCOMMODATE CONSTRUCTION OF A 24"
WATER PIPE LINE.

IN CONSIDERATION OF THE PERFORMANCE OF THE ABOVE DESCRIBED WORK, THE PURCHASER AGREES TO PAY TO SOUTHERN CALIFORNIA GAS COMPANY: (CHECK ONE)

- (A) ☐ A FIRM AMOUNT OF \$ _____
 (B) ☒ THE ACTUAL COST AS CALCULATED BY SOUTHERN CALIFORNIA GAS COMPANY.
 (C) ☐ ACTUAL COST CALCULATED BY SOUTHERN CALIFORNIA GAS COMPANY, NOT TO EXCEED \$ _____
 (D) ☐ AN AMOUNT CALCULATED IN ACCORDANCE WITH THE ATTACHED FORM 3117, SPECIFICATIONS FOR CUTTING AND RECONNECTING SERVICES.
 (E) ☐ THE UNIT COST AS CALCULATED BY SOUTHERN CALIFORNIA GAS COMPANY.
 (F) ☐ ACTUAL COST INCURRED FOR INSPECTION OF APPLICANT INSTALLED MAIN/SERVICE EXTENSIONS, AND ALL MATERIALS PURCHASED FROM SO. CAL. GAS CO. FOR COMPETITIVE BIDDING PROJECTS.

THE ACTUAL COST, ANY AGREED UNIT COST OR ANY FIRM ESTIMATE SHALL INCLUDE OVERHEAD COSTS CONTAINED IN THE COMPANY'S APPROPRIATE BILLING FORMULA

☒ PAYMENT IS IN ADVANCE.☐ PAYMENT IS DUE AND PAYABLE UPON PRESENTATION OF A BILL TO _____

IN CASE OF DEFAULT OR DELAY IN PAYMENT, CITY OF SAN BERNARDINO MUNICIPAL
WATER DEPARTMENT OMO # 713411

SHALL PAY TO THE COMPANY ALL COSTS AND EXPENSES INCURRED IN THE COLLECTION OF ANY SUM DUE, INCLUDING ATTORNEY'S FEE AND COURT COSTS. A DEPOSIT OF

\$33,588.93

HAS BEEN MADE BY THE PURCHASER AS PAYMENT TOWARD ALL COSTS TO BE INCURRED BY THE COMPANY FOR WORK PERFORMED UNDER THIS AGREEMENT. PURCHASER AGREES TO PAY, UPON PRESENTATION, EACH BILLING ISSUED FOR WORK COMPLETED AND TO MAKE ADDITIONAL ADVANCE DEPOSITS OF

XXXXXXXXXXXX EACH WHENEVER THE COMPANY DETERMINES THE COST OF THE WORK COMPLETED HAS SUBSTANTIALLY EQUALLED THE AMOUNT OF THE DEPOSIT. IF ACTUAL COST EXCEEDS THE DEPOSIT(S), THE PURCHASER SHALL PAY THE COMPANY THE DIFFERENCE; IF THE TOTAL COST IS LESS THAN THE DEPOSIT(S), THEN THE COMPANY SHALL REFUND THE DIFFERENCE.

THE PURCHASER AGREES THAT ANY EXCAVATION MADE BY HIM THAT IS TO BE ENTERED BY GAS COMPANY EMPLOYEES, AGENTS OR SUBCONTRACTORS IN PERFORMING THE WORK COVERED BY THIS AGREEMENT SHALL CONFORM TO ALL REQUIREMENTS OF STATE OF CALIFORNIA CONSTRUCTION SAFETY ORDERS, PARTICULARLY THE PROVISIONS OF ARTICLE 6, SECTIONS 1539 THROUGH 1547, WHICH RELATE TO THE SAFE CONSTRUCTION OF TRENCHES AND EXCAVATIONS.

THE PURCHASER FURTHER AGREES TO TAKE ALL REASONABLE CARE IN PROTECTING THE GAS COMPANY'S PROPERTY FROM DAMAGE, INCLUDING THE USE OF PROCEDURES WHICH WILL NOT PLACE UNDUE STRAIN ON PIPES DURING EXCAVATION AND BACKFILL OR CAUSE DAMAGE TO PIPE PROTECTIVE COATINGS.

THE PURCHASER SHALL ALSO INDEMNIFY THE GAS COMPANY AGAINST, AND SAVE AND HOLD IT HARMLESS FROM, ANY AND ALL LIABILITY, CLAIMS, DEMANDS, DAMAGES AND COSTS OF EVERY KIND AND NATURE FOR INJURY TO OR DEATH OF ANY AND ALL PERSONS, INCLUDING WITHOUT LIMITATION, EMPLOYEES OR REPRESENTATIVES OF THE GAS COMPANY OR OF THE PURCHASER, OR ANY OTHER PERSON OR PERSONS, AND FOR DAMAGE, DESTRUCTION OR LOSS, CONSEQUENTIAL OR OTHERWISE, TO OR OF ANY AND ALL PROPERTY, REAL OR PERSONAL, INCLUDING, WITHOUT LIMITATION, PROPERTY OF THE GAS COMPANY OR OF THE PURCHASER, OR OF ANY OTHER PERSON OR PERSONS, RESULTING FROM OR IN ANY MANNER ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK UNDER THIS CONTRACT. THE PURCHASER SHALL, ALSO, UPON REQUEST BY THE GAS COMPANY, AND AT NO EXPENSE TO THE GAS COMPANY, DEFEND THE GAS COMPANY IN ANY AND ALL SUITS, CONCERNING SUCH INJURY TO OR DEATH OF ANY AND ALL PERSONS, AND CONCERNING SUCH DAMAGE, DESTRUCTION OR LOSS, CONSEQUENTIAL OR OTHERWISE, TO OR OF ANY AND ALL PROPERTY, REAL OR PERSONAL, INCLUDING, WITHOUT LIMITATION, SUITS BY EMPLOYEES OR REPRESENTATIVES OF THE GAS COMPANY OR OF THE PURCHASER OR ANY OTHER PERSON OR PERSONS, EXCLUDED FROM THIS PARAGRAPH ARE ONLY THOSE INJURIES TO OR DEATHS OF PERSONS AND DAMAGE, DESTRUCTION OR LOSS, TO OR OF PROPERTY ARISING FROM THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF THE GAS COMPANY, OR ITS EMPLOYEES OR REPRESENTATIVES.

AGREED AND ACCEPTED SEPT 30 19 97

SOUTHERN CALIFORNIA GAS COMPANY

BY [Signature] (SIGNATURE)PURCHASER CITY OF S.B. M.W.D.

(NAME OF COMPANY)

SIGNATURE OF AUTHORIZED REPRESENTATIVE

TITLE ENGINEER

FOR OFFICE USE ONLY

ADVANCE PAYMENT INFORMATION: (COPY #1 ONLY)

AMOUNT RECEIVED \$ _____ ☐ CASH, ☐ CHECK

CHECK DRAWN ON:

(NAME OF BANK)

(LOCATION OF BANK)

MENT TURNED IN AT COMPANY COLLECTION OFFICE:

(LOCATION OF COMPANY OFFICE)

(DATE PAYMENT TURNED IN) 19 _____

BY

(NAME OF EMPLOYEE)

AGREEMENT FORM APPROVALS

LOCATION AND DEPARTMENT OF BILLING OFFICE

CREDIT ACCOUNT NO.

BILL NUMBER

BILL DATE

BILL APPROVAL

COMPLETION DATA

ORDER NUMBER

CHARGE ACCOUNT NO.

DATE COMPLETED

19 _____

COMPLETION DATA APPROVED _____

Troutwein crest.

Tue: Installed 300' of 24" DIP, and one 24" MT 45° bend. 2-3-98

Wed: Installed 24" DIP from North side of 30th & MT View up to sta. 105+00 1-24" MT 45° bend and crossed to east side of Median 2-4-98

Thur: Installed 45° bend and 24" DIP mid way btwn 30th & 31st. 2-5-98

Fri: Installed 200' of 24" DIP short of Marshall blvd. 2-6-98

Weekend

Mon: Installed 200' of 24" DIP, one 24" MT 90° bend on Marshall & MT View concrete end's @ Sta 114+88 785' on MT View & Marshall blvd. 2-9-98

Tues: Installed 600' of 24" DIP stopped short of 24" Butterfly valve @ Sta 15+40 Marshall & Sierra way 2-10-98

Wed: Installed 24" BFV, 24" MT x 6" Fly Tee, two 24" MT 45° bend's & 80' of 24" DIP stopped short of Marshall & Sierra way intersection 2-11-98

Thurs: Crossed intersection of Sierra way and Marshall blvd. 2-12-98

Trautwein const.

- FRI: Installed 300' of 24" DIP from east side * 2-13-98
of Sierra way intersection on Marshall
blvd to east side of intersection of
Lugo & Marshall blvd stopped laying pipe
@ 11:30 am. because of 2" Gas main NOT
yet offset by gas company. Gas in WTR alignment
weekend.
- MON: Installed 2" air vac @ 25th & MT View, 2-16-98
4" air vac & 6" Blow off Laterals on *
MT View btwn 25th & 26th streets
Gas Co. off due to President day
- Tues: Trautwein OR Gas co didn't work 2-17-98
Rain delay
- Wed: Installed 4" air vac @ 29th & MT View, 2-18-98 *
2" Lateral w/ 1" air vac & 6" Blow off @ 30th &
MT View. Had problem's w/ 6" Ring grip Re-
straints worked over. Trautwein backfilled
trench for Gas co. on Lugo & Marshall blvd.
- Thurs: Finished up 6" blow off @ 30th & 2-19-98
MT View & 1" air vac
- FRI: Installed 280' of 24" DIP from Lugo to 2-20-98
Sepulveda on Marshall. Had to wait for
Gas co. to lower 2" Gas main on Sepulveda &
Marshall blvd. 7.5 hrs OT
weekend.

Trautwein const.

Mon: Rain delayed

2-23-98

Tue: Rain delayed

2-24-98

Wed: Trautwein installed 300' of 24" DIP ON Marshall blvd btwn Sepulveda & Le Roy.

2-25-98

Gas Lateral's were in New 24" Raw wtr main alignment. Gas co. Raised Lateral for 177 E. Marshall, cut out gas lateral's for 197 & 207 E. Marshall. Gas co. cut out Gas Lateral for 207 E Marshall and tied one service lateral for both houses and renewed service's at these locations, Lowered Service for 213 E. Marshall causing Trautwein to come to stand still 3 to 4 hours

Sewer Lateral's offset

Gas Lateral's

1. 136 E. Marshall
2. 146 "
3. 156 "
4. 162 "
5. 170 "
6. 186 "
7. 192 " } Both tied together
ON ONE Lateral
- 198 " }
8. 210 "
9. 214 "
10. 222 "
11. 228 "
12. 145 " } Contractor went back
to make repairs
13. 3147 1, Roy

1. Offset 2" Gas main Lugo & Marshall
2. Offset 2" Gas main Sepulveda & Marshall
3. Raised gas lateral 177 E. Marshall
4. Renewed SVC's @ 197 & 207 Marshall
5. Abandon Lateral 207 Marshall
6. Lowered SVC 213 Marshall
7. 1. need svc siml. 1. Lateral

TRAUTWEIN const

THUR: Installed 200' of 24" DIP. & 24" MT 90° bend on Marshall & Le Roy 2-26-98

Fri: Installed 300' of 24" DIP on Le Roy st Had conflict with existing 20" & 16" wtr lines going into Waterman Plant. Will continue on Monday 2-27-98 *

weekend.

MON: Installed two 24" MT 22½° bends had to pull one joint of 24" Pipe (TJ) and install one joint TJMT Pipe plus 15' of 24" DIP with 22½° bends, 10' of 20" DIP and two Reducers 24" x 20" and 200' of 24" DIP. 3-2-98 *

TRAUTWEIN lost one half day on 2-27-98 to work out off set to clear 20" & 16" wtr mains

Tues: Installed 54' of 24" DIP, 24" MT 90° bend and 24" x 6" Flg tee w/ 6" blow off Lateral 3-3-98

Wed: Installed two 24" MT 45° bends and 100' of 24" TJMT DIP. 3-4-98

Thurs: Installed 2" Air vac on Le Roy on North side of Le Roy Plant, 6" blow off riser on south side of Le Roy Plant and 6" blow off Lateral on Marshall blvd & Sierra way 3-5-98

Fri: Installed 24" DIP. on south side of Waterman Reservoir plus one 24" MT 90° bend. 3-6-98

TRAUTWEIN CONSTRUCTION

No. of pages incl. this one: 1

To:

Stacey Aldstadt

Fax number:

384-5215

From:

MARK TRAUTWEIN

Date:

3/31/98

If you do not receive all pages, please contact:

TRAUTWEIN CONSTRUCTION
14046 SANTA ANA AVE.
FONTANA, CA 92337
909-829-8258
909-829-8278 FAX

Subject:

Newmark Phase II Gas Line Relocations

Please see below a log of our phone
conversations w/ Gas Co.

335-7847

10AM

Jan 27, 1998 - left message for Drew Sanchez

Jan 28, 1998 - " " " "

Jan 30, 1998 - Drew Sanchez called us & said he was
find out who was in charge of that project (New)

Feb 3, 1998 - Received a call from Dennis Freeman
who said he was in charge of Newmark project.
We told him to meet with Mike Lowen in the
field.

Feb 10th, 1998 Dennis Freeman met with
Mike Lowen + told him Gas Co. was ready to
- L. 1 - L. 17th

CITY OF SAN BERNARDINO MUNICIPAL WATER DEPARTMENT

BOARD OF WATER COMMISSIONERS

HAROLD W. WILLIS
President

Commissioners
B. WARREN COCKE
ALTON L. GARRETT, JR.
JUDY L. REDEKER
JAMES H. URATA



BERNARD C. KERSEY
General Manager

STACEY R. ALDSTADT
Deputy General Manager

JOSEPH F. STEJSKAL
Director: Engineering
Construction-Maintenance

JOHN A. PERRY, P.E.
Director: Water Reclamation

PAUL E. HARMON
Director of Finance

MARJORIE A. HOVERLAND
Director of Administrative Services

JON K. TURNIPSEED
Safety Program Manager

March 17, 1998

Mark Trautwein
Trautwein Construction
14046 Santa Ana Ave.
Fontana, CA 92337

Re: Contract No. 1281

Dear Mr. Trautwein:

We are in receipt of your Daily Extra Work Detail Reports for February 18, 1998, February 19, 1998, February 20, 1998 and February 25, 1998. In order to fully evaluate your claims for extra work, we will need to obtain further documentation and clarify certain information.

Please provide copies of your field notes/daily reports for the dates referenced above. We are looking for confirmation of the equipment which was present at the referenced location as well as the labor costs. Please provide a written justification for the extra work claims, including a brief analysis as to the impact of Southern California Gas' actions on the critical path schedule.

In addition, we request your cooperation in providing us with any records which you have of communications with representatives for Southern California Gas, including your documentation of notification to them of the need for their service relocations.

Thank you for your cooperation in responding to these requests. If you have any questions regarding these requests, please contact me at (909) 384-7210.

Very truly yours,

Stacey R. Aldstadt
Deputy General Manager

cc: Bernard C. Kersey
James Dye
File Contract No. 1281

Events leading up to Gas Company Delay's

1. Field visit the pipeline with Adolph and Tommy in the summer on 1996.
2. Based on their experience in that area, they said that a deep trench in Marshall Avenue and LeRoy Streets would be almost impossible to hold open because of the existence of sugar sand.
3. Engineering worked with URSG to redesign the pipe for a shallow depth.
4. URSG coordinated with the Gas Company on the relocations.
5. Gas Company signed an agreement on 8/7/97. Fully executed Gas Co. agreement dated 9/30/97.
6. Tommy and I met with the Gas Company on Monday November 10, 1997 to discuss the offsets. We asked the gas company to offset the mains before we started work. They said that the job would go smother and be cheaper if they worked with the contractor in the field. Tommy and I both expressed our concerns over possible delays using this method, and the Gas Company assured us that they could stay out of the contractor's way. We worked with purchasing to modify the specification to include the relocation of the gas lines in the contract. ✓
7. On December 17, we received a cost breakdown of the gas company's work.
8. At the preconstruction meeting on January 16, 1998 we reminded the contractor of his responsibility to work with the gas company on the service relocations.
9. The contractor called me claiming delays. I reminded him that he had many laterals to do and that he was not delayed. He worked the week of the February 16, on laterals. *sewer*
10. On February 13, the contractor had to stop work because of the gas line in the trench. *14, 15 are Sat / Sun. on main*
11. On February 17, the Gas Company began work on the project and Trautwien began laying main again.
12. During a EOC meeting on February 18, the contractor paged me requesting the Gas Company's phone number.
13. On February 18, the gas company sent out a crew without an excavator and Trautwien had to provide excavation and backfill for the contractor.
14. On February 19, the gas company still had no excavator and the Trautwien provided excavation and backfill work for the contractor.

No written notice of delay from contractor.

Charge order language [Caralled]

2/9/98 - Contractor had not yet for Co.

6-17 laterals

15. On February 20, Trautwein had to stop work completely while the Gas Company offset a gas main

16. On February 23, and February 24 - rain delays.

17. On February 25 Trautwein was delayed while the Gas Company renewed a gas lateral in the way of the job. This work appeared not to be related to the relocation.

6

CHANGE ORDER NO. 1
ITEM NO. 6 BREAKDOWN

Title: Gas Company - excavation, backfill and compaction on 2/25/98

Description: Provide construction service to the Gas Company to avoid downtime and delays in job progress when gas company services stopped construction progress.

Reason: Gas Company gas mains and service laterals were in the pipeline alignment and had to be relocated. The SBMWD had made prior arrangements with the Gas Company to relocate the service prior to construction. The Gas Company committed to the department that they would be able to relocate the service without impacting Trautwein Construction's forward progress. The Gas Company did not live up to its commitment. Rather than shut down forward progress on the pipeline and request delays, Trautwein took pro-active steps to minimize the delays caused by the Gas Company by providing construction services to the Gas Company.

On this date, the contractor had increased costs, because the Gas Company had the contractor standing by, while the Gas Company moved a gas line.

Prior Approval: During the week prior to the delay, SBMWD Engineering received three phone calls warning of the impending down time associated with the Gas Company's failure to act. SBMWD contacted the Gas Company each time. The Gas Company was unable or unwilling to accelerate the construction schedule to accommodate the contractor's schedule. On 2/18/98, the SBMWD staff, together with Trautwein Construction, and the Gas Company assembled discuss alternatives. At that meeting the SBMWD authorized Trautwein to provide construction services to the Gas Company in order to avoid additional delays.

**Contractor's
Proposed Cost:** \$ 3,455.28

**Negotiated
Total Cost:** \$ 3,455.28

Time Extension: 1 Day

DAILY EXTRA WORK DETAIL REPORT

CONTRACTOR: TRAUTWEIN CONSTRUCTION
14046 SANTA ANA AVENUE
FONTANA, CA 92337

PROJECT: NEWMARK WATER TRANSMISSION PIPELINE - PHASE II
CITY OF SAN BERNARDINO WATER DEPARTMENT

DESCRIPTION: DOWNTIME - WAITED FOR GAS COMPANY TO MOVE GAS LINE.

C.O. #: 04

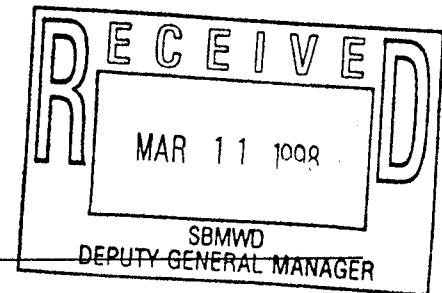
DATE PERFORMED: 2/25/98

EQUIPMENT / RENTAL	Quantity	HOURS	RATE	COST	LABOR	HOURS	RATE	COST
CAT EL300 EXCAVATOR	1	6	68.30	409.80	MIKE LOWEN - FOREMAN	6	35.83	214.98
CAT 916 LOADER	1	6	25.50	153.00	BRIAN WALKER - OPERATOR	6	34.83	208.98
CAT 436 BACKHOE	1	6	21.46	128.76	JERRY BONILLA - OPERATOR	6	34.83	208.98
1-TON TOOL TRUCK	3	6	12.61	226.98	JOHN SMITH - OPERATOR	6	34.83	208.98
P/U TRUCK	1	6	7.35	44.10	JOHN GONZALES - LABORER	6	26.07	156.42
WATER TRUCK	1	6	16.71	100.26	RICARDO MEDRANO - LABORER	6	26.07	156.42
LAYMOR BROOM	1	6	15.47	92.82	RAUL CASTANON - LABORER	6	26.07	156.42
ROLLER	1	6	17.50	105.00				

EQUIPMENT SUBTOTAL: 1260.72

MATERIAL QUANTITY RATE COST

MATERIAL SUBTOTAL:



LABOR SUBTOTAL: 1311.18
PLUS: 33% 432.69

LABOR COST: 1743.87

EQUIPMENT & MATERIAL: 1260.72

SUBTOTAL 3004.59

15% ON LABOR COST: 261.58
15% ON EQUIPMENT & MATERIAL: 189.11

TOTAL THIS REPORT: 3455.28

CONTRACTOR:

APPROVED BY:

WHITE
GENERAL SERVICES
FILE

AGREEMENT FOR COLLECTIBLE WORK

C.O. 5213
Spec 1221

No. D 59763

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WR# 341442

CHASER CITY OF S.B. WATER DPT.DATE PREPARED 8-4 19 97JOB ADDRESS OR LOCATION MARSHALL BL. from Lugo to Leroy, South to Waterman PlanBILLING ADDRESS 300 N. "D" ST. CITY S.B. PHONE 384-531

THE PURCHASER HEREBY REQUESTS SOUTHERN CALIFORNIA GAS COMPANY TO PERFORM THE FOLLOWING WORK AT THE JOB ADDRESS C LOCATION DESCRIBED ABOVE.

DESCRIPTION OF WORK TO BE DONE: (3) LOCATIONS TO LOWER 2" M GAS PIPE AND (16) SVC'S
to be altered to accommodate construction of a 24"
WATER PIPE LINE.

IN CONSIDERATION OF THE PERFORMANCE OF THE ABOVE DESCRIBED WORK, THE PURCHASER AGREES TO PAY TO SOUTHERN CALIFORNIA GAS COMPANY: (CHECK ONE)

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☒ PAYMENT IS IN ADVANCE.☐ PAYMENT IS DUE AND PAYABLE UPON PRESENTATION OF A BILL TO _____IN CASE OF DEFAULT OR DELAY IN PAYMENT, CITY OF SAN BERNARDINO MUNICIPAL
WATER DEPARTMENT OMO # 713411

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\$ 33,588.93

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THE PURCHASER AGREES THAT ANY EXCAVATION MADE BY HIM THAT IS TO BE ENTERED BY GAS COMPANY EMPLOYEES, AGENTS OR SUBCONTRACTORS IN PERFORMING THE WORK COVERED BY THIS AGREEMENT SHALL CONFORM TO ALL REQUIREMENTS OF STATE OF CALIFORNIA CONSTRUCTION SAFETY ORDERS, PARTICULARLY THE PROVISIONS OF ARTICLE 8, SECTIONS 1639 THROUGH 1547, WHICH RELATE TO THE SAFE CONSTRUCTION OF TRENCHES AND EXCAVATIONS.

THE PURCHASER FURTHER AGREES TO TAKE ALL REASONABLE CARE IN PROTECTING THE GAS COMPANY'S PROPERTY FROM DAMAGE, INCLUDING THE USE OF PROCEDURES WHICH WILL NOT PLACE UNDUE STRAIN ON PIPES DURING EXCAVATION AND BACKFILL OR CAUSE DAMAGE TO PIPE PROTECTIVE COATINGS.

THE PURCHASER SHALL ALSO INDEMNIFY THE GAS COMPANY AGAINST, AND SAVE AND HOLD IT HARMLESS FROM, ANY AND ALL LIABILITY, CLAIMS, DEMANDS, DAMAGES AND COSTS OF EVERY KIND AND NATURE FOR INJURY TO OR DEATH OF ANY AND ALL PERSONS, INCLUDING WITHOUT LIMITATION, EMPLOYEES OR REPRESENTATIVES OF THE GAS COMPANY OR OF THE PURCHASER, OR ANY OTHER PERSON OR PERSONS, AND FOR DAMAGE, DESTRUCTION OR LOSS, CONSEQUENTIAL OR OTHERWISE, TO OR OF ANY AND ALL PROPERTY, REAL OR PERSONAL, RESULTING FROM OR IN ANY MANNER ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OF THE WORK UNDER THIS CONTRACT. THE PURCHASER SHALL, ALSO, UPON REQUEST BY THE GAS COMPANY, AND AT NO EXPENSE TO THE GAS COMPANY, DEFEND THE GAS COMPANY IN ANY AND ALL SUITS, CONCERNING SUCH INJURY TO OR DEATH OF ANY AND ALL PERSONS, AND CONCERNING SUCH DAMAGE, DESTRUCTION OR LOSS, CONSEQUENTIAL OR OTHERWISE, TO OR OF ANY AND ALL PROPERTY, REAL OR PERSONAL, INCLUDING, WITHOUT LIMITATION, SUITS BY EMPLOYEES OR REPRESENTATIVES OF THE GAS COMPANY OR OF THE PURCHASER OR ANY OTHER PERSON OR PERSONS. EXCLUDED FROM THIS PARAGRAPH ARE ONLY THOSE INJURIES TO OR DEATHS OF PERSONS AND DAMAGE, DESTRUCTION OR LOSS, TO OR OF PROPERTY ARISING FROM THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF THE GAS COMPANY, OR ITS EMPLOYEES OR REPRESENTATIVES.

AGREED AND ACCEPTED SEPT 30 19 97

SOUTHERN CALIFORNIA GAS COMPANY

BY [Signature] (SIGNATURE)PURCHASER CITY OF S.B. M.W.D.

(NAME OF COMPANY)

[Signature] (SIGNATURE OF AUTHORIZED REPRESENTATIVE)TITLE ENGINEER

FOR OFFICE USE ONLY

ADVANCE PAYMENT INFORMATION: (COPY #1 ONLY)

AMOUNT RECEIVED \$ _____ ☐ CASH, ☐ CHECK

CHECK DRAWN ON:

(NAME OF BANK)

(LOCATION OF BANK)

MENT TURNED IN AT COMPANY COLLECTION OFFICE:

(LOCATION OF COMPANY OFFICE)

(DATE PAYMENT TURNED IN) 19 ACCOUNT CREDITEDBY [Signature] (NAME OF EMPLOYEE)

AGREEMENT FORM APPROVALS

LOCATION AND DEPARTMENT OF BILLING OFFICE

CREDIT ACCOUNT NO.

BILL NUMBER

BILL DATE

BILL APPROVAL

COMPLETION DATA

ORDER NUMBER

CHARGE ACCOUNT NO.

DATE COMPLETED

COMPLETION DATA APPROVED

Post-It™ brand fax transmittal memo 7671		# of pages ▶ 2
To	Stacey Aldstadt	
Co.	James Dye	
Dept.	Phone # 5386	
Fax # 5215	Fax #	

CAS COMPANY
Office 335-7716 Drew Sanchez, Construction
Superintendent
335-7547 Dennis, Field Person
Freeman

1981 W. Lugonia
Redlands, CA 92373

So Cal Gas 335-7847
P.O. Box 3003
Redlands 92373
Planning Associate

Trautwein const.

- Tue: Installed 300' of 24" DIP, and one 24" MT 45° bend. 2-3-98
- Wed: Installed 24" DIP from NORTH side of 30TH & MT View up to sta. 105+00 1-24" MT 45° bend and crossed to east side of Median 2-4-98
- Thur: Installed 45° bend and 24" DIP midway btwn 30TH & 31ST. 2-5-98
- Fri: Installed 200' of 24" DIP short of Marshall blvd. 2-6-98
- Weekend
- Mon: Installed 200' of 24" DIP, one 24" MT 90° bend on Marshall & MT View Concrete end's @ Sta 114+88 785' on MT View & Marshall blvd. 2-9-98
- Tues: Installed 600' of 24" DIP stopped short of 24" Butterfly valve @ Sta 15+40 Marshall & Sierra way 2-10-98
- Wed: Installed 24" BFL, 24" MT x 6" Fly Tee, two 24" MT 45° bends & 80' of 24" DIP stopped short of Marshall & Sierra way intersection 2-11-98
- Thurs: Crossed intersection of Sierra way and Marshall blvd. 2-12-98

Trautwein const.

- FRI: Installed 300' of 24" DIP from east side of Sierra way intersection on Marshall blvd to east side of intersection of Lugo & Marshall blvd stopped laying pipe @ 11:30 am. because of 2" Gas main not yet offset by gas company. Gas in WTR alignment weekend. * 2-13-98
- MON: Installed 2" air vac @ 25th & MT View, 4" air vac & 6" Blow off Laterals on MT View btwn 25th & 26th streets Gas Co. off due to President day * 2-16-98
- Tues: Trautwein or Gas co didn't work Rain delay 2-17-98
- Wed: Installed 4" air vac @ 29th & MT View, 2" Lateral w/ 1" air vac & 6" Blow off @ 30th & MT View. Had problem's w/ 6" Ring grip restraints worked over. Trautwein backfilled trench for Gas co. on Lugo & Marshall blvd. 2-18-98*
- Thurs: Finished up 6" blow off @ 30th & MT View & 1" air vac 2-19-98
- FRI: Installed 280' of 24" DIP from Lugo to Sepulveda on Marshall. Had to wait for Gas co. to lower 2" Gas main on Sepulveda & Marshall blvd. 7.5 hrs OT weekend. 2-20-98

Trautwein const.

Mon: Rain delayed

2-23-98

Tue: Rain delayed

2-24-98

Wed: Trautwein installed 300' of 24" DIP ON
MARSHALL blvd btwn Sepulveda & Le Roy.

2-25-98

Gas Laterals were in New 24" Run w/ R
main alignment. Gas co. Raised Lateral for
177 E. Marshall, cut out gas laterals for 197 &
207 E. Marshall. Gas co. cut out Gas Lateral
for 207 E Marshall and tied one service lateral
for both houses and renewed service's at these
locations, Lowered Service for 213 E. Marshall
causing Trautwein to come to stand still 3 to
4 hours

Sewer Lateral's offset

Gas Lateral's

1. 136 E. Marshall
2. 146 "
3. 156 "
4. 162 "
5. 170 "
6. 186 "
7. 192 " } Both tied together
198 " } ON ONE Lateral
8. 210 "
9. 214 "
10. 222 "
11. 228 "
12. 145 " } Contractor went back
TO MAKE REPAIRS
13. 3147 1 - Row

1. Offset 2" Gas main Lugo & Marshall
2. Offset 2" Gas main Sepulveda &
Marshall
3. Raised gas lateral 177 E. Marshall
4. Renewed SUC's @ 197 & 207
Marshall
5. Abandon Lateral 207 Marshall
6. Lowered SUC 213 Marshall
7. 1 - and one small lateral

Trautwein const

- THUR: Installed 200' of 24" DIP. & 24" MT 90° bend on Marshall & Le Roy 2-26-98
- Fri: Installed 300' of 24" DIP on Le Roy st 2-27-98
Had conflict with existing 20" & 16" WTR Lines going into Waterman Plant. Will continue on Monday *
week end.
- MON: Installed two 24" MT 22 1/2° bends had 3-2-98
to pull one joint of 24" Pipe (TJ) and install *
one joint TJMT Pipe plus 15' of 24" DIP
with 22 1/2° bends, 10' of 20" DIP and two
Reducers 24" x 20" and 200' of 24" DIP.
Trautwein lost one half day on 2-27-98 to
work out offset to clear 20" & 16" WTR mains
- Tues: Installed 54' of 24" DIP, 24" MT 90° bend and 3-3-98
24" x 6" Flg tee w/ 6" blow off Lateral
- Wed: Installed two 24" MT 45° bends and 100' of 24" 3-4-98
TJMT DIP.
- THURS: Installed 2" Air vac on Le Roy on North 3-5-98
side of Le Roy Plant, 6" blow off riser on
south side of Le Roy Plant and 6" blow off
Lateral on Marshall blvd & Sierra way
- Fri: Installed 24" DIP. on south side of 3-6-98
Waterman Reservoir plus one 24" MT 90° bend.

TRAUTWEIN CONSTRUCTION

No. of pages incl. this one: 1

To:

Stacey Aldstadt

Fax number:

384-5215

From:

MARK TRAUTWEIN

Date:

3/31/98

If you do not receive all pages, please contact:

TRAUTWEIN CONSTRUCTION
14046 SANTA ANA AVE.
FONTANA, CA 92337
909-829-8258
909-829-8278 FAX

Subject:

Newmark Phase II Gas Line Relocations

Please see below a log of our phone
conversations w/ Gas Co.

335-7847

10AM

Jan 27, 1998 - Left message for Drew Sanchez

Jan 28, 1998 - " " " " "

Jan 30, 1998 - Drew Sanchez called us & said he was
find out who was in charge of that project (New)

Feb 3, 1998 - Received a call from Dennis Freeman
who said he was in charge of Newmark project.
We told him to meet with Mike Lowen in the
field.

Feb 10th, 1998 Dennis Freeman met with
Mike Lowen & told him Gas Co. was ready to
start work on 17th

CITY OF SAN BERNARDINO MUNICIPAL WATER DEPARTMENT

BOARD OF WATER COMMISSIONERS

HAROLD W. WILLIS
President

Commissioners
B. WARREN COGKE
ALTON L. GARRETT, JR.
JUDY L. REDEKER
JAMES H. URATA



BERNARD C. KERSEY
General Manager

STACEY R. ALDSTADT
Deputy General Manager

JOSEPH F. STEJSKAL
Director: Engineering
Construction-Maintenance

JOHN A. PERRY, P.E.
Director: Water Reclamation

PAUL E. HARMON
Director of Finance

MARJORIE A. HOVERLAND
Director of Administrative Services

JON K. TURNIPSEED
Safety Program Manager

March 17, 1998

Mark Trautwein
Trautwein Construction
14046 Santa Ana Ave.
Fontana, CA 92337

Re: Contract No. 1281

Dear Mr. Trautwein:


We are in receipt of your Daily Extra Work Detail Reports for February 18, 1998, February 19, 1998, February 20, 1998 and February 25, 1998. In order to fully evaluate your claims for extra work, we will need to obtain further documentation and clarify certain information.

Please provide copies of your field notes/daily reports for the dates referenced above. We are looking for confirmation of the equipment which was present at the referenced location as well as the labor costs. Please provide a written justification for the extra work claims, including a brief analysis as to the impact of Southern California Gas' actions on the critical path schedule.

In addition, we request your cooperation in providing us with any records which you have of communications with representatives for Southern California Gas, including your documentation of notification to them of the need for their service relocations.

Thank you for your cooperation in responding to these requests. If you have any questions regarding these requests, please contact me at (909) 384-7210.

Very truly yours,


Stacey R. Aldstadt
Deputy General Manager

cc: Bernard C. Kersey
James Dye
File Contract No. 1281

Events leading up to Gas Company Delay's

1. Field visit the pipeline with Adolph and Tommy in the summer on 1996.
2. Based on their experience in that area, they said that a deep trench in Marshall Avenue and LeRoy Streets would be almost impossible to hold open because of the existence of sugar sand.
3. Engineering worked with URSG to redesign the pipe for a shallow depth.
4. URSG coordinated with the Gas Company on the relocations.
5. Gas Company signed an agreement on 8/7/97. Fully executed Gas Co. agreement dated 9/30/97.
6. Tommy and I met with the Gas Company on Monday November 10, 1997 to discuss the offsets. We asked the gas company to offset the mains before we started work. They said that the job would go smoother and be cheaper if they worked with the contractor in the field. Tommy and I both expressed our concerns over possible delays using this method, and the Gas Company assured us that they could stay out of the contractor's way. We worked with purchasing to modify the specification to include the relocation of the gas lines in the contract. ✓
7. On December 17, we received a cost breakdown of the gas company's work.
8. At the preconstruction meeting on January 16, 1998 we reminded the contractor of his responsibility to work with the gas company on the service relocations.
9. When? 2/13 The contractor called me claiming delays. I reminded him that he had many laterals to do and that he was not delayed. He worked the week of the February 16, on laterals. *sewer*
10. On February 13, the contractor had to stop work because of the gas line in the trench. *14, 15 are Sat / Sun. on main*
11. On February 17, the Gas Company began work on the project and Trautwein began laying main again.
12. During a EOC meeting on February 18, the contractor paged me requesting the Gas Company's phone number.
13. On February 18, the gas company sent out a crew without an excavator and Trautwein had to provide excavation and backfill for the contractor.
14. On February 19, the gas company still had no excavator and the Trautwein provided excavation and backfill work for the contractor.

No written notice of delay from contractor.

Charge order language [Carroll]

2/9/98 Contractor had notified Gas Co.

copy?

6-17 laterals

15. On February 20, Trautwein had to stop work completely while the Gas Company offset a gas main
16. On February 23, and February 24 - rain delays.
17. On February 25 Trautwein was delayed while the Gas Company renewed a gas lateral in the way of the job. This work appeared not to be related to the relocation.

7

**CHANGE ORDER NO. 1
ITEM NO. 7 BREAKDOWN**

Title: Downtime on 1" and 4" water services

Description: Expenses associated with an unmarked 1" and 4" waterline hit during the excavation across the Waterman Reservoir site.

Reason: The 1" and 4" water lines were not posted on the SBMWD records, therefore, were not field located during the pre-excavation utility meet. Since they were not marked, the contractor broke them with the backhoe during excavation.

Prior Approval: Not Applicable

**Contractor's
Proposed Cost:** \$ 2858.21

**Negotiated
Total Cost:** \$ 2858.21

Time Extension: 0 Days

DAILY EXTRA WORK DETAIL REPORT

CONTRACTOR: TRAUTWEIN CONSTRUCTION
14046 SANTA ANA AVENUE
FONTANA, CA 92337

PROJECT: NEWMARK WATER TRANSMISSION PIPELINE - PHASE II
CITY OF SAN BERNARDINO WATER DEPARTMENT

C.O. #: 0

DATE PERFORMED: 3/9/98

DESCRIPTION: DOWNTIME - UNMARKED 1" WATER SERVICE
UNMARKED 4" FIRE SERVICE

EQUIPMENT / RENTAL	Quantity	HOURS	RATE	COST	LABOR	HOURS	RATE	COST
CAT EL300 EXCAVATOR	1	3.5	68.30	239.05	MIKE LOWEN - FOREMAN	3.5	35.83	125.41
CAT 950B LOADER	1	3.5	45.81	160.34	BRIAN WALKER - OPERATOR	3.5	34.83	119.29
CAT 916 LOADER	1	3.5	25.50	89.25	JOHN SMITH - OPERATOR	3.5	34.83	119.28
CAT 436 BACKHOE	1	3.5	21.46	75.11	RAUL CASTANON - LABORER	3.5	26.07	91.25
1-TON TOOL TRUCK	3	3.5	12.61	132.41	RICARDO MEDRANO - LABORER	3.5	26.07	91.25
P/J TRUCK	1	3.5	7.35	25.73	JOHN GONZALES - LABORER	3.5	26.07	91.25
WATER TRUCK	1	3.5	16.71	58.49	SAL AVALOS - LABORER	3.5	26.07	91.25
BEST CRANE RENTAL	1	3.5	100.00	350.00	HECTOR MAGANA - LABORER	3.5	26.07	91.25
DREEN TRUCKING	1	3.5	57.50	201.25	CODY SMITH - LABORER	3.5	26.07	91.25

EQUIPMENT SUBTOTAL: 1273.14

MATERIAL QUANTITY RATE COST

MATERIAL SUBTOTAL:

LABOR SUBTOTAL: 911.47
PLUS: 33% 300.79

LABOR COST: 1212.26

EQUIPMENT & MATERIAL: 1273.14

SUBTOTAL 2485.40

15% ON LABOR COST: 191.84

15% ON EQUIPMENT & MATERIAL: 190.97

TOTAL THIS REPORT: 2858.21

Mark Trautwein
CONTRACTOR:

8

CHANGE ORDER NO. 1
ITEM NO. 8 BREAKDOWN

Title: Alignment change in Mountain View Avenue north of 30th Street.

Description: The new pipeline alignment was changed in the field to avoid a trunk sewer main that was discovered on the alignment during preconstruction excavation. The new pipe alignment decided on the SBMWD and URSG staff required additional work associated with pavement removal and repair. The net change in work was a 263 foot long by 8 foot wide patch of concrete pavement to be removed and replaced.

Reason: During preconstruction excavation the contractor located a trunk sewer main located on the proposed pipeline alignment. He contacted SBMWD staff and URSG staff for direction as to what to do. The alternative alignments were discussed in the field and a selected alignment was made. The pipeline had to be moved from the parkway to the street in order meet California State Health Title 22 requirement for sewer separation. The net change in work required was the additional 263 feet by 8 feet of concrete pavement removal and replacement associated with construction in the street. Because the existing street was concrete there was substantial work associated with the pavement repair.

Prior Approval: The Contractor was acting under the direction of the Engineer.

**Contractor's
Proposed Cost:** \$ 15,000.00

**Negotiated
Total Cost:** \$ 13,676.00

Time Extension: 0 Days

TRAUTWEIN CONSTRUCTION

General Engineering Contractor 605199A

February 12, 1998

RECEIVED
ENGINEERING

FEB 18 1998

James DyeSan Bernardino Water Department
195 N. "D" Street
San Bernardino, CA 92401CITY OF SAN BERNARDINO
MUNICIPAL WATER DEPT

RE: Newmark Transmission Pipeline, Phase II

PROPOSAL

Per your request:

(REVISED)

Remove & Replace 263' X 8' X 6" concrete in Mountain View @ \$6.50 SF


Trautwein Construction

San Bernardino Water Department

**CHANGE ORDER NO. 1
ITEM NO. 9 BREAKDOWN**

Title: Sewer laterals not offset

Description: 75 sewer lateral relocations included in the base bid that did occur in the field.

Reason: Of the 100 sewer laterals expected for the job, there were 75 sewer laterals that the contractor did not have to relocate or were deep enough to pass under the pipe. A line item for sewer laterals was included in the base bid. A deduction as described in the bid documents is required for the work that was not necessary. (75 laterals @ \$ 100.00 each)

Prior Approval: Not Applicable

**Contractor's
Proposed Deduct:** \$ 100.00 each bid price

**Negotiated
Total Deduct:** (\$ 7,500.00)

Time Extension: 0 Days

INVOICE #3

FEBRUARY 19 - APRIL 3, 1998

PROJECT: NEWMARK WATER TRANSMISSION MAIN
SPECIFICATION #1281

CONTRACTOR: TRAUTWEIN CONSTRUCTION
14046 SANTA ANA AVE., FONTANA, CA 92337
909-829-8258 FAX 909-829-8278

OWNER: SAN BERNARDINO WATER DEPARTMENT
195 N "D" STREET, SAN BERNARDINO, CA 92401

TOTAL BASE BID QUANTITIES FOR ALL SEGMENTS	TOTAL WORK COMPLETED	CONTRACT ALLOWABLE	ADD/ DEDUCT
1. SEWER LATERALS - 100 EA @ 100.00	25 EA	10,000.00	(7,500.00)
2. CONCRETE REMOVAL - 25,000 SF @ 1.00	12,874 SF	25,000.00	(12,126.00)
3. UNSTABLE SOIL - 500 LF @ 1.00		500.00	(500.00)
4. IMPORTED BACKFILL GRAVEL - 150 CY @ 20.00		3,000.00	(3,000.00)
		TOTAL DEDUCT	(23,126.00)

BILLING SEGMENT #1	117,399.07
BILLING SEGMENT #2	213,192.63
BILLING SEGMENT #3	218,144.30
DEDUCT QUANTITIES	(23,126.00)


TRAUTWEIN CONSTRUCTION
DATE 5/11/98

TOTAL AMOUNT EARNED:	525,610.00
RETENTION (10%):	(52,561.00)
TOTAL AMOUNT PAYABLE TO DATE:	473,049.00
LESS PREVIOUS PAYMENTS:	(290,142.63)
BALANCE DUE UNDER BILLING NO. 3:	\$182,906.37

SAN BERNARDINO WATER DEPARTMENT

BID PROPOSAL
Specification No. 1281

THOMAS A. VALDEZ
CITY OF SAN BERNARDINO MUNICIPAL WATER DEPARTMENT
195 NORTH "D" STREET, SAN BERNARDINO, CA 92402

FURNISH ALL LABOR, EQUIPMENT, AND MATERIALS REQUIRED FOR PHASE II, SOUTH PLANT, RAW WATER TRANSMISSION PIPELINE CONSISTING OF 24" DUCTILE IRON PIPE AND ASSOCIATED APPURTENANCES FOR THE NEWMARK DRINKING WATER RESTORATION SUPERFUND PROJECT NO. 5272, SAN BERNARDINO, CALIFORNIA

UNDERSIGNED, AS BIDDER, HEREBY AGREES AND DECLARES THAT:

POSAL IRREVOCABLE FOR SIXTY DAYS: Proposals delivered to the Owner at the time set for opening of shall be irrevocable, and may not be withdrawn for a period of sixty (60) days after the date set for the opening

CONSTRUCTION: (Except that the Owner shall provide the materials listed in the Information to Bidders under "Owner Supplied Materials") the Contractor will furnish all labor, equipment, and materials required for a Raw Water Transmission Pipeline consisting of 24" Ductile Iron Pipe and associated appurtenances for, *Segment one (1)*: North of Mt. View Avenue Station 60+63 and South of Mt. View Station 80+00; and *Segment two (2)*: North of Mt. View Station 80+00 and South of Mt. View Station 115+16; and *Segment three (3)*: East of Marshall Boulevard Station 10+40; and Alternate bid item No. 1: USEPA South Plant Pipeline - Waterman Plant Improvements of the Newmark Drinking Water Restoration Superfund Project, San Bernardino, California in accordance with the Specifications.

Segments one through three, as defined above, will be equal to the lump sum base bid, prorated by the pipe length associated with that segment.

SCHEDULE OF PRICES: All prices quoted shall include all applicable sales taxes, State and/or Federal, any other special taxes, and full insurance paid by the Bidder to complete the Contract as specified in these Specifications.

BASE BID QUANTITIES: The lump sum base bid includes 100 sewer laterals, 25,000 Sq. Ft. of concrete removal 500 linear feet of unstable soil and 150 cubic yards of impounded backfill gravel. The base bid will be increased or decreased by the amount equal to the difference in quantity and cost for each item that deviates from the base bid amount.

UNIT PRICES: The undersigned bidder will accept, as adjustment to the Lump Sum Bid for quantities of Work different than indicated on the Plans, the amount resulting from applying to the differences the following unit prices.

It is understood that all add or deduct unit prices must be filled in and that all prices must be reasonable and are subject to the Owner's approval prior to award of the Contract.

ADD or DEDUCT UNIT PRICES NOT IN CONTRACT

All prices must be filled in.

WATER VALVES:

4" Gate Valve
6" Gate Valve
8" Gate Valve
10" Gate Valve
Butterfly Valve
20" Butterfly Valve
24" Butterfly Valve

UNIT PRICES:

\$ 400.00
\$ 500.00
\$ 620.00
\$ 1500.00
\$ 3500.00
\$ 3000.00
\$ 6000.00

ADD or DEDUCT UNIT PRICES NOT IN CONTRACT
Specification No. 1281, Continued

OFFSETS:

Offset Existing	4" Steel
Offset Existing	6" Steel
Offset Existing	8" Steel
Offset Existing	12" Steel
Offset Existing	16" Steel
Offset Existing	20" Steel
Offset Existing	4" C. I.
Offset Existing	6" C. I.
Offset Existing	8" C. I.
Offset Existing	12" C. I.
Offset Existing	16" C. I.
Offset Existing	20" C. I.
Offset Proposed	24" D. I. P.

UNIT PRICES:

\$	<u>300⁰⁰</u>
\$	<u>400⁰⁰</u>
\$	<u>450⁰⁰</u>
\$	<u>475⁰⁰</u>
\$	<u>500⁰⁰</u>
\$	<u>525⁰⁰</u>
\$	<u>550⁰⁰</u>
\$	<u>350⁰⁰</u>
\$	<u>450⁰⁰</u>
\$	<u>480⁰⁰</u>
\$	<u>525⁰⁰</u>
\$	<u>550⁰⁰</u>
\$	<u>650⁰⁰</u>
\$	<u>19,000⁰⁰</u>

AIR VACUUM AND RELEASE VALVES:

1" Air Release Valve
2" Air Vacuum and Release Valve

\$	<u>350⁰⁰</u>
\$	<u>400⁰⁰</u>

CONCRETE REMOVAL / ASPHALT REPAIR:

Remove Existing Concrete
Underlayment (Per Square Foot)
Asphalt Repair (Per Square Foot)

\$	<u>1.00</u>
\$	<u>0.25</u>
\$	<u>1.00</u>

BLOW OFF ASSEMBLY:

8" Blow Off Assembly

\$	<u>550⁰⁰</u>
----	-------------------------

RESTRAINED JOINTS:

12" PVC Restrainer Joint
16" Ductile Iron Restrained Joint
24" Ductile Iron Restrained Joint

\$	<u>500⁰⁰</u>
\$	<u>750⁰⁰</u>
\$	<u>1000⁰⁰</u>

HOT TAPS:

12" Tap On 24" D.I.P.
12" Tap On 16" D.I.P.
8" Tap On 24" D.I.P.
8" Tap On 16" D.I.P.
8" Tap On 12" D.I.P.

\$	<u>1,200⁰⁰</u>
\$	<u>1,000⁰⁰</u>
\$	<u>750⁰⁰</u>
\$	<u>750⁰⁰</u>
\$	<u>750⁰⁰</u>

THRUST BLOCKS:

Poured Concrete Thrust Block (Per Cubic Yard)

\$	<u>400⁰⁰</u>
----	-------------------------

PIPE INSTALLATION

6" Ductile Iron Pipe (Per Foot)
8" Ductile iron Pipe (Per Foot)
12" Ductile Iron Pipe (Per Foot)
16" Ductile Iron Pipe (Per Foot)
24" Ductile Iron Pipe (Per Foot)

\$	<u>600⁰⁰</u>
\$	<u>650⁰⁰</u>
\$	<u>800⁰⁰</u>
\$	<u>900⁰⁰</u>
\$	<u>1,000⁰⁰</u>

SEWER LATERALS:

Repair/Replace Sewer Laterals

\$	<u>100⁰⁰</u>
----	-------------------------

BACKFILL GRAVEL AND UNSTABLE TRENCH:

Imported Backfill Gravel (Per cubic yard)
Unstable Trench (per linear foot)

\$	<u>20⁰⁰</u>
\$	<u>1⁰⁰</u>

NOTE: ALL PRICES SHALL BE FOR A COMPLETELY INSTALLED PRODUCT INCLUDING LABOR, EQUIPMENT, OVERHEAD/PROFIT, TAXES/FEEES, AND ANY OTHER CHARGES. MATERIAL SHALL BE NEGOTIATED BASED ON AVAILABILITY AND SBMWD STOCK.

DO NOT INCLUDE ADD OR DEDUCT UNIT PRICES IN LUMP SUM BID

6. BASE BID: \$ 486,486.00 (WRITTEN IN FIGURES)
FOUR HUNDRED EIGHTY SIX THOUSAND FOUR HUNDRED EIGHTY SIX. (WRITTEN IN WORDS)

7. ALTERNATE BID: \$ 461,750.00 (WRITTEN IN FIGURES)
FORTY SIX THOUSAND SEVEN HUNDRED FIFTY (WRITTEN IN WORDS)

8. CALENDAR DAYS TO COMPLETE CONTRACT AFTER NOTICE TO PROCEED HAS BEEN ISSUED BY THE OWNER: 120 calendar.

9. LIST FEDERAL TAX I.D. NO.: 33-0530501

10. BASIS OF AWARD: The award will be made to the responsive, responsible Bidder submitting the most advantageous bid to the Owner. The award will be determined after review by the Owner and/or the Owner's representative and will be based on the technical and/or legal sufficiency of the bid submitted. The Owner reserves the right to reject any or all bids, in whole or in part, and to waive informality, irregularity, and nonconformity in the bids received when deemed advisable for the public good.

11. EXPERIENCE AND BUSINESS STANDING

A. Statement.

Each Bidder shall submit with his bid a statement setting forth his experience and business standing for three(3) years.

B. Each Bidder shall show that they have completed at least 15,000 feet of pipelines, over 15" in diameter and that they have constructed at least 10,000 feet of ductile iron pipeline in city streets.

C. The following is a statement of the undersigned Bidder's experience for three (3) years.

DATE	LOCATION	QUANTITY	CONTACT PERSON	PHONE #.
5/22/97	CITY OF SAN BERNARDINO	12,000 FT DIP	JAMES DYE	384-5391
11/96	CITY OF FONTANA	12,500 LF CM/C-11" GREY	BUCKWELL	350-7010
6/96	RUBIDON - 1500 LF 16" DIP		MIKE THORNTON - KIS	909-684-6900
2/96	RANCHO CALIF. WATER DIST. TEMECULA	6000 LF-24" CM/C	CRAIG MAPEL	909-676-4101
6/95	RUBIDON	5000 LF 24" CM/C	STEVE APPEL	909-684-7580

12. FIELD INSPECTION OF SITE - The Bidder certifies that he/she has conducted a prebid site inspection prior to submitting this bid proposal.

DATE OF SITE INSPECTION: 11/18/97 BY: BRIAN ESHLEMAN

WATER DEPARTMENT REPRESENTATIVE PRESENT DURING SITE INSPECTION:

TOM VALDEZ

(Name of Water Department Employee)

13. ADDENDA

Bidder acknowledges receipt of the following addendum (addenda):

(BIDDER'S INITIALS)

14. BIDDER

The name of the Bidder submitting this proposal is:

TRAUTWEIN CONSTRUCTION

(Please print or type)
whose address is 14046 SANTA ANA AVE. FONTANA CA 92337
Street City State Zip Code

and whose telephone number is 909 829-8250

15. LUMP SUM BID (BASE BID) \$ 486,486.00 Four hundred eighty six thousand four hundred eighty six
(in figures) (in words)
16. SIGNATURE OF BIDDER: [Signature]
17. PRINT OR TYPE NAME OF BIDDER: MARK TRAUTWEIN
18. COMPANY NAME: TRAUTWEIN CONSTRUCTION

10

**CHANGE ORDER NO. 1
ITEM NO. 10 BREAKDOWN**

Title: Concrete underlayment not removed

Description: Deduction for 12,126 square feet of concrete underlayment which was not encountered in the field during construction.

Reason: Of the 25,000 square feet of concrete underlayment expected on the job only 12,874 feet were actually encountered. The remaining 12,126 square feet were deducted from the contract at the price provided in the bid schedule. A deduction as described in the bid documents is required for the work that was not necessary. (12,126 sf. @ \$ 1.00 per sf.)

Prior Approval: Not Applicable

**Contractor's
Proposed Deduct:** \$ 1.00 per sf. bid price

**Negotiated
Total Deduct:** (\$ 12,126.00)

Time Extension: 0 Days

INVOICE #3

FEBRUARY 19 - APRIL 3, 1998

PROJECT: NEWMARK WATER TRANSMISSION MAIN
SPECIFICATION #1281

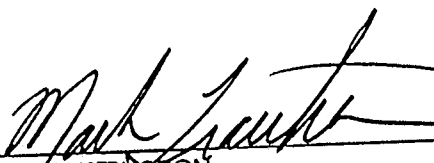
CONTRACTOR: TRAUTWEIN CONSTRUCTION
14046 SANTA ANA AVE., FONTANA, CA 92337
909-829-8258 FAX 909-829-8278

OWNER: SAN BERNARDINO WATER DEPARTMENT
195 N "D" STREET, SAN BERNARDINO, CA 92401

TOTAL BASE BID QUANTITIES FOR ALL SEGMENTS		TOTAL WORK COMPLETED	CONTRACT ALLOWABLE	ADD/ DEDUCT
1. SEWER LATERALS -	100 EA @ 100.00	25 EA	10,000.00	(7,500.00)
2. CONCRETE REMOVAL -	25,000 SF @ 1.00	12,874 SF	25,000.00	(12,126.00)
3. UNSTABLE SOIL -	500 LF @ 1.00		500.00	(500.00)
4. IMPORTED BACKFILL GRAVEL -	150 CY @ 20.00		3,000.00	(3,000.00)
			TOTAL DEDUCT	(23,126.00)

BILLING SEGMENT #1	117,399.07
BILLING SEGMENT #2	213,192.63
BILLING SEGMENT #3	218,144.30
DEDUCT QUANTITIES	(23,126.00)

TOTAL AMOUNT EARNED:	525,610.00
RETENTION (10%):	(52,561.00)
TOTAL AMOUNT PAYABLE TO DATE:	473,049.00
LESS PREVIOUS PAYMENTS:	(290,142.63)
BALANCE DUE UNDER BILLING NO. 3:	\$182,906.37


TRAUTWEIN CONSTRUCTION
DATE 5/11/98

SAN BERNARDINO WATER DEPARTMENT

BID PROPOSAL
Specification No. 1281

THOMAS A. VALDEZ
CITY OF SAN BERNARDINO MUNICIPAL WATER DEPARTMENT
195 NORTH "D" STREET, SAN BERNARDINO, CA 92402

FURNISH ALL LABOR, EQUIPMENT, AND MATERIALS REQUIRED FOR PHASE II, SOUTH PLANT, RAW WATER TRANSMISSION PIPELINE CONSISTING OF 24" DUCTILE IRON PIPE AND ASSOCIATED APPURTENANCES FOR THE NEWMARK DRINKING WATER RESTORATION SUPERFUND PROJECT NO. 5272, SAN BERNARDINO, CALIFORNIA

UNDERSIGNED, AS BIDDER, HEREBY AGREES AND DECLARES THAT:

PROPOSAL IRREVOCABLE FOR SIXTY DAYS: Proposals delivered to the Owner at the time set for opening shall be irrevocable, and may not be withdrawn for a period of sixty (60) days after the date set for the opening.

CONSTRUCTION: (Except that the Owner shall provide the materials listed in the Information to Bidders under "Owner Supplied Materials") the Contractor will furnish all labor, equipment, and materials required for a Raw Water Transmission Pipeline consisting of 24" Ductile Iron Pipe and associated appurtenances for, *Segment one (1)*: North of Mt. View Avenue Station 60+63 and South of Mt. View Station 10+00; and *Segment two (2)*: North of Mt. View Station 80+00 and South of Mt. View Station 115+16; and *Segment three (3)*: East of Marshall Boulevard Station 10+40; and Alternate bid item No. 1: USEPA South Plant Pipeline - Waterman Plant Improvements of the Newmark Drinking Water Restoration Superfund Project, San Bernardino, California in accordance with the Specifications.

Segments one through three, as defined above, will be equal to the lump sum base bid, prorated by the pipe length associated with that segment.

SCHEDULE OF PRICES: All prices quoted shall include all applicable sales taxes, State and/or Federal, any other special taxes, and full insurance paid by the Bidder to complete the Contract as specified in these Specifications.

BASE BID QUANTITIES: The lump sum base bid includes 100 sewer laterals, 25,000 Sq. Ft. of concrete removal 500 linear feet of unstable soil and 150 cubic yards of impounded backfill gravel. The base bid will be increased or decreased by the amount equal to the difference in quantity and cost for each item that deviates from the base bid amount.

UNIT PRICES: The undersigned bidder will accept, as adjustment to the Lump Sum Bid for quantities of Work different than indicated on the Plans, the amount resulting from applying to the differences the following unit prices.

It is understood that all add or deduct unit prices must be filled in and that all prices must be reasonable and are subject to the Owner's approval prior to award of the Contract.

ADD or DEDUCT UNIT PRICES NOT IN CONTRACT

All prices must be filled in.

WATER VALVES:

4" Gate Valve
6" Gate Valve
8" Gate Valve
1" Gate Valve
Butterfly Valve
20" Butterfly Valve
24" Butterfly Valve

UNIT PRICES:
\$ 400.00
\$ 500.00
\$ 620.00
\$ 1500.00
\$ 3500.00
\$ 3000.00
\$ 6000.00

ADD or DEDUCT UNIT PRICES NOT IN CONTRACT
Specification No. 1281, Continued

OFFSETS:

Offset Existing	4" Steel
Offset Existing	6" Steel
Offset Existing	8" Steel
Offset Existing	12" Steel
Offset Existing	16" Steel
Offset Existing	20" Steel
Offset Existing	4" C. I.
Offset Existing	6" C. I.
Offset Existing	8" C. I.
Offset Existing	12" C. I.
Offset Existing	16" C. I.
Offset Existing	20" C. I.
Offset Proposed	24" D. I. P.

UNIT PRICES:

\$	<u>3000⁰⁰</u>
\$	<u>4000⁰⁰</u>
\$	<u>4500⁰⁰</u>
\$	<u>4800⁰⁰</u>
\$	<u>5000⁰⁰</u>
\$	<u>5500⁰⁰</u>
\$	<u>3500⁰⁰</u>
\$	<u>4500⁰⁰</u>
\$	<u>4800⁰⁰</u>
\$	<u>5000⁰⁰</u>
\$	<u>5500⁰⁰</u>
\$	<u>6500⁰⁰</u>
\$	<u>10,000⁰⁰</u>

AIR VACUUM AND RELEASE VALVES:

1" Air Release Valve
2" Air Vacuum and Release Valve

\$	<u>3500⁰⁰</u>
\$	<u>4000⁰⁰</u>

CONCRETE REMOVAL / ASPHALT REPAIR:

Remove Existing Concrete
Underlayment (Per Square Foot)
Asphalt Repair (Per Square Foot)

\$	<u>1.00</u>
\$	<u>0.25</u>
\$	<u>1.00</u>

BLOW OFF ASSEMBLY:

8" Blow Off Assembly

\$	<u>5500⁰⁰</u>
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RESTRAINED JOINTS:

12" PVC Restrainer Joint
16" Ductile Iron Restrained Joint
24" Ductile Iron Restrained Joint

\$	<u>500⁰⁰</u>
\$	<u>750⁰⁰</u>
\$	<u>1000⁰⁰</u>

HOT TAPS:

12" Tap On 24" D.I.P.
12" Tap On 16" D.I.P.
8" Tap On 24" D.I.P.
8" Tap On 16" D.I.P.
8" Tap On 12" D.I.P.

\$	<u>1200⁰⁰</u>
\$	<u>1000⁰⁰</u>
\$	<u>750⁰⁰</u>
\$	<u>750⁰⁰</u>
\$	<u>750⁰⁰</u>

THRUST BLOCKS:

Poured Concrete Thrust Block (Per Cubic Yard)

\$	<u>400⁰⁰</u>
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PIPE INSTALLATION

6" Ductile Iron Pipe (Per Foot)
8" Ductile iron Pipe (Per Foot)
12" Ductile Iron Pipe (Per Foot)
16" Ductile Iron Pipe (Per Foot)
24" Ductile Iron Pipe (Per Foot)

\$	<u>100⁰⁰</u>
\$	<u>65⁰⁰</u>
\$	<u>80⁰⁰</u>
\$	<u>90⁰⁰</u>
\$	<u>100⁰⁰</u>

SEWER LATERALS:

Repair/Replace Sewer Laterals

\$	<u>100⁰⁰</u>
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BACKFILL GRAVEL AND UNSTABLE TRENCH:

Imported Backfill Gravel (Per cubic yard)
Unstable Trench (per linear foot)

\$	<u>20⁰⁰</u>
\$	<u>1⁰⁰</u>

NOTE: ALL PRICES SHALL BE FOR A COMPLETELY INSTALLED PRODUCT INCLUDING LABOR, EQUIPMENT, OVERHEAD/PROFIT, TAXES/FEES, AND ANY OTHER CHARGES. MATERIAL SHALL BE NEGOTIATED BASED ON AVAILABILITY AND SBMWD STOCK.

DO NOT INCLUDE ADD OR DEDUCT UNIT PRICES IN LUMP SUM BID

6. BASE BID: \$ 486,486.00 (WRITTEN IN FIGURES)
FOUR HUNDRED EIGHTY SIX THOUSAND FOUR HUNDRED EIGHTY SIX. (WRITTEN IN WORDS)
7. ALTERNATE BID: \$ 46,750.00 (WRITTEN IN FIGURES)
FORTY SIX THOUSAND SEVEN HUNDRED FIFTY (WRITTEN IN WORDS)

8. CALENDAR DAYS TO COMPLETE CONTRACT AFTER NOTICE TO PROCEED HAS BEEN ISSUED BY THE OWNER: 120 CALENDAR

9. LIST FEDERAL TAX I.D. NO.: 33-0530501

10. BASIS OF AWARD: The award will be made to the responsive, responsible Bidder submitting the most advantageous bid to the Owner. The award will be determined after review by the Owner and/or the Owner's representative and will be based on the technical and/or legal sufficiency of the bid submitted. The Owner reserves the right to reject any or all bids, in whole or in part, and to waive informality, irregularity, and nonconformity in the bids received when deemed advisable for the public good.

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WATER DEPARTMENT REPRESENTATIVE PRESENT DURING SITE INSPECTION:

TOM VALDEZ

(Name of Water Department Employee)

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(BIDDER'S INITIALS)

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TRAUTWEIN CONSTRUCTION

(Please print or type)

whose address is 14046 SANTA ANA AVE. FONTANA CA 92337
Street City State Zip Code

and whose telephone number is 909 829-8250

15. LUMP SUM BID (BASE BID) \$

486,486.00
(in figures)

Four hundred eighty six thousand four hundred eighty six
(in words)

16. SIGNATURE OF BIDDER: Mark Trautwein

17. PRINT OR TYPE NAME OF BIDDER: MARK TRAUTWEIN

18. COMPANY NAME: TRAUTWEIN CONSTRUCTION